

EXHIBIT A

CASE NO. CV17876406	D1 FX
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SUMMONS NO. 31538381

Rule 4 (B) Ohio

Rules of Civil
Procedure

SUMMONS

AMERICAN REFRIGERATION EQUIPMENT, INC. VS TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA	PLAINTIFF
	DEFENDANT

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA C/O CSC-LAWYERS INCORPORATING SERVICE 50 W. BROAD STREET, SUITE 1800 COLUMBUS OH 43215

You have been named defendant in a summons
complaint (copy attached hereto) filed in Cuyahoga
County Court of Common Pleas, Cuyahoga County
Justice Center, Cleveland, Ohio 44113, by the
plaintiff named herein.

Said answer is required to be served on:



Plaintiff's Attorney

ROBERT A. RUTTER 4700 ROCKSIDE ROAD CLEVELAND, OH 44131-0000	SUITE 650
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You are hereby summoned and required to
answer the complaint within 28 days after service
of this summons upon you, exclusive of the day of
service.

Said answer is required to be served on Plaintiff's
Attorney (Address denoted by arrow at left.)

Your answer must also be filed with the court
within 3 days after service of said answer on
plaintiff's attorney.

If you fail to do so, judgment by default will be
rendered against you for the relief demanded in the
complaint.

Case has been assigned to Judge:

CAROLYN B FRIEDLAND Do not contact judge. Judge's name is given for attorney's reference only.
--

NAILAH K. BYRD
Clerk of the Court of Common Pleas


Deputy



DATE
Feb 23, 2017

By _____

Deputy

COMPLAINT FILED 02/23/2017





NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed:
February 23, 2017 14:39

By: ROBERT A. RUTTER 0081503

Confirmation Nbr. 995689

AMERICAN REFRIGERATION EQUIPMENT, INC. CV 17 876406

vs.

TRAVELERS CASUALTY INS. CO. OF AMERICA **Judge:** CAROLYN B. FRIEDLAND

Pages Filed: 18

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

AMERICAN REFRIGERATION
EQUIPMENT, INC.
4001 Hamilton Avenue
Cleveland, Ohio 44114

Plaintiff

vs.

TRAVELERS CASUALTY INSURANCE
COMPANY OF AMERICA
CSC – Lawyers Incorporating Service
50 W. Broad Street, Suite 1800
Columbus, Ohio 43215

Defendant

CASE NO.

JUDGE

COMPLAINT

(Jury Demand Endorsed Hereon)

COMPLAINT

Plaintiff, American Refrigeration Equipment, Inc. (“American Refrigeration”), by and through its attorney, Rutter & Russin, LLC., and for its Complaint against Defendant, Travelers Casualty Insurance Company of America (“Travelers”), states as follows:

NATURE OF THE ACTION

1. American Refrigeration brings this action for breach of contract due to Travelers’ failure to comply with the insurance policy it issued to American Refrigeration and to pay insurance benefits for damages to covered property.

THE PARTIES

2. At all times material herein, American Refrigeration was and is an Ohio corporation owning the properties located at 4001 Hamilton Avenue, Cleveland Ohio 44114 and 41885 North Ridge Road, Elyria, Ohio 44035.

3. At all times material herein, Travelers was and is a Connecticut company authorized to do business in the State of Ohio and engaged in the business of underwriting and issuing residential insurance policies.

JURISDICTION & VENUE

4. This Court has jurisdiction over the present action pursuant to Ohio Revised Code (“O.R.C.”) § 2305.01, because at all times relevant to this Complaint, Defendant, either individually or through its agents, officers or representatives, transacted business in the State of Ohio relating to the allegations herein.

5. Venue is proper in Cuyahoga County under Civil Rule 3(B)(3) (5) (6) and (7) because Plaintiff resides in Cuyahoga County, Ohio, Defendant has transacted substantial business in Cuyahoga County, Ohio, and Cuyahoga County, Ohio is where the majority of transactions relating to the allegations herein occurred.

FACTS COMMON TO ALL COUNTS

6. Travelers issued an insurance policy that provided business owners property coverage to American Refrigeration, Policy Number 680-2434N402 (the “Policy”) with the effective dates of March 7, 2014 to March 7, 2015 for the commercial buildings located at 4001 Hamilton Avenue, Cleveland Ohio 44114 and 41885 North Ridge Road, Elyria, Ohio 44035 (the “Insured Properties”). A true and certified copy of the Policy is attached hereto as Exhibit A.

7. Under the Policy, Travelers agreed to pay for covered direct physical loss and damage to the Insured Property, including loss and damage caused by wind and ice and snow.

8. American Refrigeration paid the premiums due on the Policy in a timely manner.

9. American Refrigeration has performed all of the duties and responsibilities required of it under the Policy, or alternatively, has been excused from performance by Travelers' acts, representations and/or conduct.

10. On or around June 30, 2014 the Insured Properties sustained direct physical loss or damage from wind (the "Wind Loss").

11. The Policy was in full force and effect at the time of the Wind Loss.

12. Damage from wind is a covered cause of loss under the Policy.

13. American Refrigeration promptly notified Travelers of American Refrigeration's loss and submitted a claim, Number E2S6128, to Travelers for insurance benefits due under the Policy for the Wind Loss.

14. On February 27, 2015 the Insured Properties sustained direct physical loss or damage from ice and snow (the "Ice and Snow Loss").

15. The Policy was in full force and effect at the time of the Ice and Snow Loss.

16. Damage from ice and snow is a covered cause of loss under the Policy.

17. American Refrigeration promptly notified Travelers of American Refrigeration's loss and submitted a claim, Number E2S6475, to Travelers for insurance benefits due under the Policy for the Ice and Snow Loss.

18. American Refrigeration has fulfilled all other duties required of it under the Policy.

COUNT I
(Breach of Contract – the Wind Loss)

19. Plaintiff reasserts and re-alleges paragraphs 1-18 as paragraph 19 of Count I as though fully set forth herein.

20. Pursuant to the Policy, Travelers has a contractual obligation to fully investigate and adjust the Wind Loss, and pay the full amount of Plaintiff's covered losses, including the costs to repair and/or replace the damage, less the applicable deductible.

21. Plaintiff has performed all conditions precedent to its right to recovery under the Policy.

22. Travelers is liable to Plaintiff for the full amount allowed by the Policy for the Wind Loss.

23. Travelers refused and continues to refuse to pay for all of the benefits under the Policy, including the full costs to repair and/or replace the wind damage to the Insured Properties, forcing Plaintiff to litigate.

24. On information and belief, at the time of the losses, Philadelphia's internal claims policies, practices, and procedures included compliance with section 3901-1-54 of the Ohio Revised Code – Unfair property/casualty claims settlement practices.

25. Under section 3901-1-54, notice shall be given to claimants at least sixty days before the expiration of any statute of limitation or contractual limit, where the insurer has not been advised that the claimant is represented by legal counsel.

26. Contrary to its statutory requirement to do so, Travelers never advised American Refrigeration within sixty days of when the Policy's suit limitation period was going to expire. As such, Travelers is waived and or estopped from relying on the Policy's suit limitation period.

27. Additionally, section 3901-1-54 of the Ohio Revised Code states that when an interior or exterior loss requires replacement of an item and the replaced item does not match

the quality, color or size of the item suffering the loss, the insurer shall replace as much of the item as to result in a reasonably comparable appearance.

28. Travelers breached its contract with Plaintiff by:
 - a. not promptly paying Plaintiff all benefits owed as a result of the covered Wind Loss;
 - b. Failing to advise American Refrigeration within sixty days that the Policy's suit limitation period was going to expire;
 - c. failing to pay for all consequential damage;
 - d. failing to pay for the matching of the roofs to a reasonably comparable appearance; and
 - e. not putting Plaintiff in the position it would have been in had Travelers timely performed all of its contractual duties.
29. As a direct and proximate result of Travelers' breach of contract, Plaintiff:
 - a. suffered and will continue to suffer significant property damage;
 - b. incurred and will incur in the future costs to repair and/or replace the property damage;
 - c. suffered and will continue to suffer consequential damages;
 - d. is entitled to an award of prejudgment interest, taxable costs, and investigatory fees; and
 - e. incurred other expenses as a result of Travelers' breach of contract.

WHEREFORE Plaintiff, American Refrigeration Equipment, Inc., demands judgment in its favor against Defendant, Travelers Casualty Insurance Company of America, for monetary damages in an amount in excess of \$25,000.00, including, but not limited to, property damage, pre-judgment interest, investigatory fees, costs, and all other damages and costs the Court deems appropriate.

COUNT II
(Quantum Meruit – the Wind Loss)

30. Plaintiff reasserts and re-alleges paragraphs 1-26 as paragraph 27 of Count I as though fully set forth herein.

31. Travelers requested and received premium payments from American Refrigeration, and acknowledged that a covered cause of loss occurred to the Insured Properties in the form of wind. Travelers adjusted the loss with American Refrigeration.

32. Contrary to its statutory requirement to do so, Travelers never advised American Refrigeration within sixty days of when the Policy's suit limitation period was going to expire.

33. Were Travelers able to avoid payment for the full amount of the Wind Loss to American Refrigeration due to the Policy's suit limitation period having run, and without having provided American Refrigeration the benefit of the statutorily required sixty-day notice, Travelers would be unjustly enriched at American Refrigeration's expense.

WHEREFORE, In the alternative to its claims for breach of contract, American Refrigeration seeks recovery in quantum meruit against Defendant, Travelers Casualty Insurance Company of America, in an amount in excess of \$25,000.00, including, but not limited to, property damage, pre-judgment interest, investigatory fees, costs, and all other damages and costs the Court deems appropriate.

COUNT III
(Breach of Contract- the Ice and Snow Loss)

34. Plaintiff reasserts and re-alleges paragraphs 1-30 as paragraph 31 of Count II as though fully set forth herein.

35. Pursuant to the Policy, Travelers has a contractual obligation to fully investigate and adjust the Ice and Snow Loss, and pay the full amount of Plaintiff's covered losses, including the costs to repair and/or replace the damage, less the applicable deductible.

36. Plaintiff has performed all conditions precedent to its right to recovery under the Policy.

37. Travelers is liable to Plaintiff for the full amount allowed by the Policy for the Ice and Snow Loss.

38. Section 3901-1-54 of the Ohio Revised Code states that when an interior or exterior loss requires replacement of an item and the replaced item does not match the quality, color or size of the item suffering the loss, the insurer shall replace as much of the item as to result in a reasonably comparable appearance.

39. Travelers refused and continues to refuse to pay for all of the benefits under the Policy, including the full costs to repair and/or replace the ice and snow damage to the Insured Properties, forcing Plaintiff to litigate.

40. Travelers breached its contract with Plaintiff by:

- f. not promptly paying Plaintiff all benefits owed as a result of the covered Ice and Snow Loss;
- g. failing to pay for all consequential damage;
- h. failing to pay for the matching of the roofs to a reasonably comparable appearance; and
- i. not putting Plaintiff in the position it would have been in had Travelers timely performed all of its contractual duties.

41. As a direct and proximate result of Travelers' breach of contract, Plaintiff:

- f. suffered and will continue to suffer significant property damage;
- g. incurred and will incur in the future costs to repair and/or replace the property damage;

- h. suffered and will continue to suffer consequential damages;
- i. is entitled to an award of prejudgment interest, taxable costs, and investigatory fees; and
- j. incurred other expenses as a result of Travelers' breach of contract.

WHEREFORE Plaintiff, American Refrigeration Equipment, Inc., demands judgment in its favor against Defendant, Travelers Casualty Insurance Company of America, for monetary damages in an amount in excess of \$25,000.00, including, but not limited to, property damage, pre-judgment interest, investigatory fees, costs, and all other damages and costs the Court deems appropriate.

COUNT IV
(Bad Faith)

42. Plaintiff reasserts and re-alleges paragraphs 1-41 as paragraph 42 of Count IV as though fully set forth herein.

43. At all times relevant herein, Travelers owed a duty of fair dealing and good faith to Plaintiff.

44. In issuing partial payment on Plaintiff's claim, Travelers, through their agents, adjusters, and investigators, acted unreasonably, without reasonable justification, fraudulently, intentionally, recklessly, and not in good faith.

45. Travelers, through their agents, adjusters, and investigators, acted intentionally, willfully wantonly, and/or with actual malice in issuing partial payment on Plaintiff's claim. Among other actions, Travelers:

- a. Failing to advise American Refrigeration within sixty days that the Policy's suit limitation period was going to expire;
- b. failing to pay for the matching of the roofs to a reasonably comparable appearance;
- c. Failed to conduct an adequate and complete investigation of the claim; and
- d. Failed to timely respond to numerous correspondence from Plaintiff or Plaintiff's representatives.

46. As a direct and proximate result of Travelers' breach of its duty of good faith and fair dealing, Plaintiff:

- a. suffered and will continue to suffer significant property damage;
- b. incurred and will incur in the future the costs to repair and/or replace the property damage;
- c. suffered and will continue to suffer consequential damages;
- d. is entitled to an award of prejudgment interest, taxable costs, punitive damages, and investigatory fees; and
- e. incurred other expenses as a result of Travelers' bad faith.

WHEREFORE Plaintiff, American Refrigeration Equipment, Inc., demands judgment in its favor against Defendant, Travelers Casualty Insurance Company of America for monetary damages in an amount in excess of \$25,000.00, including, but not limited to, property damage, pre-judgment interest, investigatory fees, costs, punitive damages, and all other damages and costs the Court deems appropriate.

Respectfully submitted,

/s/ Robert A. Rutter

Robert A. Rutter (0081503)
RUTTER & RUSSIN, LLC
One Summit Office Park, Suite 650
4700 Rockside Road
Cleveland, Ohio 44131
(216) 642-1425
bobbyrutter@OhioInsuranceLawyer.com

/s/ Scott Green

Scott Green (Pro Hac Vice Pending)
CHILDRESS LOUCKS & PLUNKETT
11 West Illinois Street, 4th Floor
Chicago, IL 60654
(312) 494-9365
sgreen@childresslawyers.com

JURY DEMAND

Plaintiffs hereby request, pursuant to Civil Rule 38(B), a trial by jury of the issues of the within lawsuit.

/s/ Robert A. Rutter

ROBERT A. RUTTER
Attorney for Plaintiff

TRAVELERS

Report Claims Immediately by Calling
1-800-238-6225

*Speak directly with a claim professional.
24 hours a day, 365 days a year.*

Unless Your Policy Requires Written Notice or Reporting

STORE PAC

RESTAURANT EQUIPMENT SUPPLIES



A Custom Insurance Policy Prepared for:

AMERICAN REFRIGERATION
EQUIPMENT INC. CCD BUILDING MANAGEMENT
4001 HAMILTON AVE
CLEVELAND OH 44114

Presented by: SCHLATHER INS AGCY INC

EXHIBIT

1



One Tower Square, Hartford, Connecticut 06183

OTHER INTEREST

CHANGE ENDORSEMENT

INSURING COMPANY:

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

Named Insured:	AMERICAN REFRIGERATION EQUIPMENT INC. CCD BUILDING MANAGEMENT
Policy Number:	680-2434N402-13-42
Policy Effective Date:	03/07/2013
Policy Expiration Date:	03/07/2014
Issue Date:	04/01/2013
RETURN	Premium \$ -696.00

Effective from 03/22/13 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

Under the Common Policy Declarations, Item 3. Locations, the Businessowners Coverage Part, the following Location(s) is/are deleted:

PREM. NO. BLDG. NO

3 1

The following forms and/or endorsements is/are included with this change. These forms are added to the policy or replace forms already existing on the policy:
IL TO 07 09 87

Rates and/or premiums have been changed to reflect a change in the exposure and/or rating procedure

NAME AND ADDRESS OF AGENT OR BROKER
SCHLATHER INS AGCY INC
P O Box 2020

Countersigned by

Elyria OH 44036-5020

Authorized Representative

DATE: 04/01/2013

IL TO 07 09 87 (Page 1 of 1)

Office: CLEVELAND OH



One Tower Square, Hartford, Connecticut 06183

COMMON POLICY DECLARATIONS
STORE PAC
BUSINESS;RESTAURANT EQUI
INSURING COMPANY:
TRAVELERS CASUALTY INSURANCE
1. NAMED INSURED AND MAILING
AMERICAN REFRIGERATION
AND AS PER IL T8 00
4001 HAMILTON AVE
CLEVELAND OH 44114

POLICY NO.: 680-2434N402-13-42
ISSUE DATE: 01/22/2013

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA
1. NAMED INSURED AND MAILING ADDRESS:
AMERICAN REFRIGERATION
AND AS PER IL T8 00
4001 HAMILTON AVE
CLEVELAND OH 44114

2. POLICY PERIOD: From 03/07/2013 to 03/07/2014 12:01 A.M. Standard Time at your mailing address.
3. DESCRIPTION OF PREMISES:

PREM. LOC. NO. BLDG. NO. OCCUPANCY **ADDRESS** (same as Mailing Address unless specified otherwise)

SEE IL TO 20 02 05

4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES

COVERAGE PARTS and SUPPLEMENTS	INSURING COMPANY
Businessowners Coverage Part	ACJ
Commercial Inland Marine Coverage Part	ACJ

5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions.

POLICY **POLICY NUMBER** **INSURING COMPANY**

DIRECT BILL

7. PREMIUM SUMMARY:

Provisional Premium	\$ 16,218.00
Due at Inception	\$
Due at Each	\$

NAME AND ADDRESS OF AGENT OR BROKER

COUNTERSIGNED BY:

SCHLATTER INS AGCY INC
Po Box 2020

HU198

Authorized Representative

Elyria
IL TO 19 02 05 (Page 1 of 01)
Office: CLEVELAND OH

OR 44036-5020

DATE: 01/22/2013



One Tower Square, Hartford, Connecticut 06183

BUSINESS OWNERS COVERAGE PART DECLARATIONS

STORE PAC

POLICY NO.: 680-2434N402-13-42

ISSUE DATE: 01/22/2013

INSURING COMPANY:

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

POLICY PERIOD:

From 03-07-13 to 03-07-14 12:01 A.M. Standard Time at your mailing address

FORM OF BUSINESS: LLC

COVERAGE AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.

COMMERCIAL GENERAL LIABILITY COVERAGE

OCCURRENCE FORM

	LIMITS OF INSURANCE
General Aggregate (except Products-Completed Operations Limit)	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Damage to Premises Rented to You	\$ 300,000
Medical Payments Limit (any one person)	\$ 5,000

BUSINESS OWNERS PROPERTY COVERAGE

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 500 per occurrence.
Building Glass: \$ 500 per occurrence.

BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss for 12 consecutive months

Period of Restoration-Time Period: Immediately

ADDITIONAL COVERAGE:

Fine Arts: \$ 25,000

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

SPECIAL PROVISIONS:

**COMMERCIAL GENERAL LIABILITY COVERAGE
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

MP TO 01 02 05 (Page 1 of 4)

BUSINESS OWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.:	001	BUILDING NO.:	001			
COVERAGE		LIMIT OF INSURANCE		VALUATION	COINSURANCE	INFLATION
BUILDING	\$	1,447,857		RC*	N/A	GUARD 0.0%
*Replacement Cost						
BUSINESS PERSONAL PROPERTY	\$	115,828		RC*	N/A	0.0%
*Replacement Cost						
COVERAGE EXTENSIONS:						
Accounts Receivable	\$	25,000				
Valuable Papers	\$	25,000				
PREMISES LOCATION NO.:	002	BUILDING NO.:	001			
COVERAGE		LIMIT OF INSURANCE		VALUATION	COINSURANCE	INFLATION
BUILDING	\$	1,505,772		RC*	N/A	GUARD 0.0%
*Replacement Cost						
BUSINESS PERSONAL PROPERTY	\$	289,571		RC*	N/A	0.0%
*Replacement Cost						
COVERAGE EXTENSIONS:						
Accounts Receivable	\$	25,000				
Valuable Papers	\$	25,000				
PREMISES LOCATION NO.:	003	BUILDING NO.:	001			
COVERAGE		LIMIT OF INSURANCE		VALUATION	COINSURANCE	INFLATION
BUSINESS PERSONAL PROPERTY	\$	115,828		RC*	N/A	GUARD 0.0%
*Replacement Cost						
COVERAGE EXTENSIONS:						
Accounts Receivable	\$	25,000				
Valuable Papers	\$	25,000				
PREMISES LOCATION NO.:	004	BUILDING NO.:	001			
COVERAGE		LIMIT OF INSURANCE		VALUATION	COINSURANCE	INFLATION
BUSINESS PERSONAL PROPERTY	\$	115,828		RC*	N/A	GUARD 0.0%
*Replacement Cost						
COVERAGE EXTENSIONS:						
Accounts Receivable	\$	25,000				
Valuable Papers	\$	25,000				
PREMISES LOCATION NO.:	005	BUILDING NO.:	001			
COVERAGE		LIMIT OF INSURANCE		VALUATION	COINSURANCE	INFLATION

MP TO 01 02 05 (Page 2 of 4)

BUSINESS OWNERS PROPERTY COVERAGE

BUILDING	\$ 1,111,954	RC*	N/A	0.0%
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*Replacement Cost

BUSINESS PERSONAL PROPERTY	\$ 57,913	RC*	N/A	0.0%
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*Replacement Cost

COVERAGE EXTENSIONS:

Accounts Receivable	\$ 25,000
Valuable Papers	\$ 25,000

Other coverage extensions apply and may be changed by an endorsement. Please read the policy.

MP TO 01 02 05 (Page 3 of 4)

POLICY NUMBER: 680-2434N402-13-42

EFFECTIVE DATE: 03/07/2013

ISSUE DATE: 01/22/2013

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

IL T0 19 02 05	COMMON POLICY DECLARATIONS
NP T0 01 02 05	BUSINESS OWNERS COVERAGE PART DECLARATIONS
IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 15 09 07	COMMON POLICY CONDITIONS
IL T0 20 02 05	ADDITIONAL LOCATIONS

BUSINESS OWNERS

NP T0 25 02 05	SPECIAL PROVISIONS - LOSS PAYEE
CP 12 18 06 95	LOSS PAYABLE PROVISIONS
NP T1 30 02 05	TABLE OF CONTENTS - BUSINESS OWNERS COVERAGE PART - DELUXE PLAN
MP T1 02 02 05	BUSINESS OWNERS PROPERTY COVERAGE SPECIAL FORM
MP T3 25 01 08	TERRORISM RISK INSURANCE ACT OF 2002 DISCLOSURE
MP T3 50 11 06	EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION
MP T3 56 02 08	AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS PERSONAL PROP COV ENHANCEMENTS
MP T9 70 03 06	POWER PAC ENDORSEMENT
CP 01 23 04 08	OHIO CHANGES

COMMERCIAL GENERAL LIABILITY

CG T0 08 07 86	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG T0 34 11 03	TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY
CG 00 01 10 01	COVERAGE FORM CG 00 01 10 01
CG 21 70 01 08	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG D2 55 11 03	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG D3 09 11 03	AMENDMENT OF COVERAGE - POLLUTION
CG D4 71 02 09	AMENDATORY ENDR- PRODUCTS-COMPLETED OPERATIONS HAZARD
CG D0 37 04 05	AMENDMENT OF COVERAGE B - PERSONAL AND ADVERTISING
CG D2 03 12 97	INJURY LIABILITY
CG D4 13 04 08	OTHER INSURANCE - ADDITIONAL INSURED
CG D2 55 11 03	AMEND - NON CUMULATION OF EACH QCC
CG D2 88 11 03	AMEND COVG - POLLUTION-EQUIP EXCEPTION
CG D3 26 10 11	AMENDMENT OF COVERAGE - PROPERTY DAMAGE
CG D3 56 01 05	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG D4 21 07 08	EXCLUSION - UNSOLICITED COMMUNICATION
CG D6 18 10 11	MOBILE EQUIPMENT REDEFINED - EXCLUSION OF VEHICLES
CG D1 42 01 99	SUBJECT TO MOTOR VEHICLE LAWS
	AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS
	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS
	EXCLUSION - DISCRIMINATION

IL T8 01 01 01

PAGE: 1 OF 2

POLICY NUMBER: 680-2434N402-13-42

EFFECTIVE DATE: 03/07/2013

ISSUE DATE: 01/22/2013

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D2 42 01 03 EXCLUSION - WAR
CG T4 78 02 90 EXCLUSION - ASBESTOS
CG T9 29 07 86 OCCURRENCE - WEST VIRGINIA AND OHIO

MULTIPLE SUBLINE ENDORSEMENTS

CG T3 33 11 03 LIMITATION WHEN TWO OR MORE POLICIES APPLY

COMMERCIAL INLAND MARINE

CM T0 05 01 98 CONTRACTOR'S EQUIPMENT COVERAGE - DECLARATIONS
CM T0 11 08 05 COMMERCIAL INLAND MARINE COVERAGE PART - TABLE OF
CONTENTS
CM 00 01 09 04 COMMERCIAL INLAND MARINE CONDITIONS
CM T1 03 01 98 CONTRACTOR'S EQUIPMENT - SPECIAL
CM 01 40 04 08 OHIO CHANGES

INTERLINE ENDORSEMENTS

IL T3 82 08 06 EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
IL T8 00 03 13 GENERAL PURPOSE ENDORSEMENT
IL 00 21 09 08 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD
FORM)
IL 02 44 09 07 OHIO CHANGES - CANCELLATION AND NONRENEWAL
IL T3 79 01 08 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

document here.
► Insert shipping

Extremely Urgent

ORIGIN ID: BKLA
CCOC
1200 ONTARIO
CLEVELAND, OH 44113
UNITED STATES US

(216) 443-7950

SHIP DATE: 24FEB17
ACTWGT: 1.00 LB
CAD: 106501655/WSXI2900

BILL SENDER

TO TRAVELERS CASUALTY INSURANCE COMPAN
C/O CSC-LAWYERS INCORPORATING SERVI
50 W. BROAD STREET, SUITE 1800

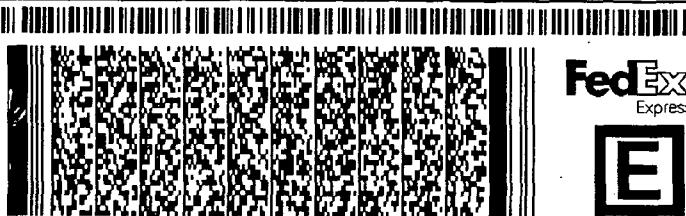
546J133BB/63C1

COLUMBUS OH 43215

(216) 443-7950
INV: 31538381
PO: _____

REF: CV17876406

DEPT: _____



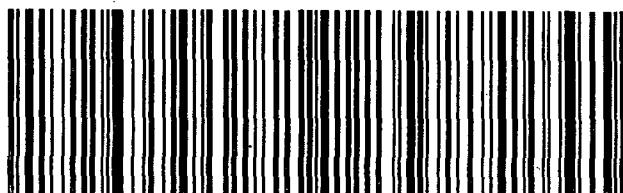
WED - 01 MAR 4:30P
EXPRESS SAVER

DSR

43215

OH-US LCK

TRK#
0201 7857 0611 2940



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(R)

